



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



April 13, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NUMBER 3 FOR ADDITIONAL FUNDS
FOR AGREEMENT NUMBER 72929 WITH QUEST DIAGNOSTICS INCORPORATED
FOR MEDICAL LABORATORY SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached amendment to the Agreement with Quest Diagnostics, Incorporated, for medical laboratory services, to increase the total projected expenditure amount of this Agreement by \$2.15 million, from \$9.35 million to \$11.5 million, and to add mandatory language provisions for Jury Service and the Safely Surrendered Baby Law effective upon Board approval through September 1, 2004.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to seek Board approval of the increased estimated contract expenditure amount and to update the Agreement with Quest Diagnostics Incorporated (Quest). Approval of this Amendment will allow the Sheriff's Department to continue providing medical laboratory services for inmate patients housed in the Department's custodial facilities, while the Department completes its solicitation process for a new medical laboratory services agreement.

This Amendment Number 3 will ensure that the Sheriff's Department is up-to-date on all Federal, State and local health and safety requirements for medical laboratory services for inmates.

A Tradition of Service

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Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Goal Number 1, Service Excellence and Goal Number 4, Fiscal Responsibility, by providing services to inmates that are responsive and appropriate.

FINANCING/FISCAL IMPACT

The Sheriff's Department has identified funding in the amount of \$2.15 million in its Fiscal Year 2004-05 budget to cover the anticipated level of service.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement, approved by the Board on August 22, 2000, is for medical laboratory services, which were formerly provided by the Sheriff's Department's Medical Services laboratory staff. As a result of the Federal Government's Health Care Financing Administration (HCFA) decision that the Twin Towers laboratory was not in compliance with some of the requirements of Federal laws governing laboratories under the Clinical Laboratory Improvement Act (CLIA), the Department's operating license to run a laboratory was revoked for a period of at least two years. The County agreed to a contract with Quest Smith Kline Beecham Laboratory, now known as Quest Diagnostics Incorporated, to provide laboratory services.

In May 2002, the Board approved the Sheriff's Department's request to extend the Agreement for one year with the option to extend for another year in order to give the Department time to assess the viability of restoring in-house laboratory services.

In May 2002, the Department also received approval from your Board to increase the estimated expenditure amount from \$2.8 million to \$9.35 million for the period ending on September 1, 2004. However, based on the current expenditure trend, the Department will be expending approximately \$11.5 million by September 1, 2004. The total number of laboratory tests ordered by Medical Services' physicians has remained consistent in the past several years; however, the costs of these tests have increased. Quest now offers more sophisticated tests, particularly for Hepatitis C, HIV testing, and comprehensive drug screening which the physicians are now ordering and are more expensive than previous tests and is the cause for the increase in expenditures. The data used to calculate the initial amount of \$2.8 million included a period of time when

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the Department was in transition from maintaining its own medical laboratory to contracting for these services. Therefore, earlier expenditure estimates did not reflect the full contract implementation with Quest.

Based upon recommendations made by a consultant, the Department determined that restoring laboratory staff and operations, bringing the laboratory up to CLIA standards, and consistently being in compliance with those standards, were too costly and contracting for the laboratory services with an outside laboratory would be more cost effective.

In August 2003, the Department exercised its extension option to extend the Agreement through September 1, 2004, in order to undergo a new solicitation process.

The Contractor is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Service Program and Safely Surrendered Baby Law.

Under this Amendment, Quest will not be asked to perform services, which exceed the scope of the work or contract dates.

County Counsel has reviewed and approved Amendment Number 3 as to form.

CONTRACTING PROCESS

The Department is developing a solicitation process to select a new medical laboratory services contractor, which is anticipated to be completed at the end of Year 2005.

IMPACT ON CURRENT SERVICES

This Amendment Number 3 will ensure continued and uninterrupted medical laboratory services to the inmate patients by guaranteeing adequate funding to pay for the services and by amending the Laboratory Test Fee schedule to include new tests that are more effective and now considered standard in the field.

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CONCLUSION

Upon approval by your Board, please return two copies of the adopted Board letter and two original executed copies of this Amendment to the Sheriff's Department, Contracts Administration Unit.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Leroy Baca". The signature is fluid and cursive, with the first name "Leroy" written in a larger, more prominent script than the last name "Baca".

LERROY D. BACA
SHERIFF

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

**AMENDMENT NO. 3 TO AGREEMENT NO. 72929
FOR MEDICAL LABORATORY SERVICES**

This Amendment Number 3 is entered into by and between the County of Los Angeles Sheriff's Department (hereinafter "COUNTY") and Quest Diagnostics Incorporated, a California Corporation (hereinafter "CONTRACTOR") effective as of the date of Board approval, and based on the following recitals:

- A. WHEREAS, on August 22, 2000 the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 72929 (hereinafter "Agreement") to provide medical laboratory services to Sheriff's Department inmates; and
- B. WHEREAS, the estimated total expenditures for this Agreement, including all extensions, and based upon actual expenditures beginning in Fiscal Year 1999-2000, has been recalculated; and

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Agreement, COUNTY and CONTRACTOR hereby further agree as follows:

- 1. Increase the estimated total expenditure amount for this Agreement, including any and all extensions, from \$9.35 million to \$11.5 million.
- 2. To be in compliance with recent Board actions, the following provisions are added to the Agreement:

28. COMPLIANCE WITH THE JURY SERVICE PROGRAM

28.1 Jury Service Program

This Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. CONTRACTOR shall complete and include in this Agreement the Los Angeles County Contractor Employee Jury Service Program Application for Exemption and Certification Form (Exhibit B).

28.2 Written Employee Jury Service Policy

- A. Unless CONTRACTOR has demonstrated to a COUNTY's satisfaction that CONTRACTOR is not a "Contractor" as defined under the Jury Service

Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury services.

- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- C. If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have the continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for any exception

to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- D. CONTRACTOR's violation of this Section may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

29. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycle-content paper to the maximum extent possible on this Agreement.

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

31. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place

of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

Except as expressly provided in this Amendment, all other provisions and conditions of the Agreement shall remain in full force and effect.

CONTRACTOR represents and warrants that the person executing this Amendment for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES

AMENDMENT NO. 3 TO AGREEMENT 72929

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive officer thereof, and CONTRACTOR has caused this Amendment to be executed on its behalf by its duly authorized officer.

THE COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
Board of Supervisors

QUEST DIAGNOSTICS INCORPORATED,
a California Corporation

By: _____
Deputy

By:  _____

Name: GEORGE F. JOSEPH

Title: HOSPITAL SALES DIRECTOR

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

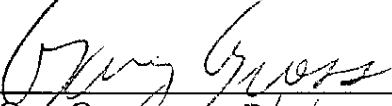
By:  _____
Gary Gross 3/14/04
Sr. Deputy County Counsel

EXHIBIT B

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE
JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: <u>Quest Diagnostics Incorporated</u>			
Company Address: <u>7600 Tyrone Avenue</u>			
City: <u>Van Nuys</u>	State: <u>CA</u>	Zip Code: <u>91405</u>	
Telephone Number: <u>(800) 877-2515</u>			
Solicitation For <u>Reference Testing Services</u> :			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

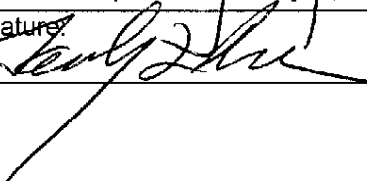
Print Name: <u>Taoby Lynn Ross</u>	Title: <u>Human Resources Director</u>
Signature: 	Date: <u>3/20/04</u>

EXHIBIT C

SAFELY SURRENDER BABY LAW INFORMATION

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Glenn Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zey Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Dori Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaleta y el padre/madre recibirá un brazaleta igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.